

**BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA  
DOCKET NO. 2018-\_-C**

Application of	)	
	)	
<b>FiberLight, LLC</b>	)	
	)	
For a Certificate of Public Convenience	)	
and Necessity to Provide Resold and	)	<b>APPLICATION</b>
Facilities-Based Local Exchange and	)	
Interexchange (Including Exchange	)	
Access) Telecommunications Services in	)	
the State of South Carolina, and for	)	
Alternative and Flexible Regulation	)	

FiberLight LLC (“FiberLight” or “Applicant”), by its undersigned counsel and pursuant to South Carolina Code Section 58-9-280 and the rules and regulations of the Public Service Commission of South Carolina (“Commission”), hereby applies for a Certificate of Public Convenience and Necessity (“CPCN”) to provide facilities-based and resold local exchange (including exchange access) and interexchange telecommunications services throughout the State of South Carolina. Pursuant to S.C. Code Ann. Section 58-9-585 and the general regulatory authority of the Commission, Applicant also requests that the Commission regulate its interexchange service offerings as described below in accordance with the principles and procedures established for alternative regulation in Commission Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C, and as modified by Commission Order No. 2001-997 in Docket No. 2000-407-C. Applicant also requests flexible regulation for its local exchange telecommunications services in accordance with procedures authorized in Order No. 98-165 in Docket No. 97-467-C. FiberLight submits the following information in support of this request.

# **I. INTRODUCTION**

## **1. The name and address of the Applicant are:**

FiberLight, LLC  
 11700 Great Oaks Way, Suite 100  
 Alpharetta, GA 30022  
 Telephone: (678) 366-0027  
 Fax: 678-366-0411  
[Legal@FiberLight.com](mailto:Legal@FiberLight.com)

## **2. Correspondence concerning this Application should be directed to Applicant's attorneys:**

John J. Pringle, Jr.  
 Adams and Reese LLP  
 1501 Main Street, 5th Floor  
 Columbia, SC 29201  
 Phone: (803) 343-1270  
 Fax: (803) 779-4749  
[jack.pringle@arlaw.com](mailto:jack.pringle@arlaw.com)

With a copy to:

James C. Falvey, Esq.  
 Eckert Seamans Cherin & Mellott, LLC  
 1717 Pennsylvania Avenue, N.W.  
 12<sup>th</sup> Floor  
 Washington, D.C. 20006  
 Phone: 202-659-6655  
 Fax: 202-659-6699  
[jfalvey@eckertseamans.com](mailto:jfalvey@eckertseamans.com)

Following the grant of this Application, the Commission should direct all correspondence directly to Applicant's regulatory contact:

Randall Covard, Esq.  
 Corporate Counsel  
 FiberLight, LLC  
 11700 Great Oaks Way  
 Suite 100  
 Alpharetta, GA 30022  
 Telephone: 678-824-6656  
 Facsimile: 678-366-0411  
[Randall.Covard@FiberLight.com](mailto:Randall.Covard@FiberLight.com)

**3. In support of this Application, the following exhibits are attached hereto:**

**Exhibit A** – Articles of Organization and Certificate of Authority to Operate in South Carolina

**Exhibit B** – Proposed Tariff

**Exhibit C** – Financial Information - **Confidential/Filed Under Seal**

**Exhibit D** – Management Biographies

**Exhibit E** – Proposed Notice of Filing and Hearing

**II. DESCRIPTION OF THE APPLICANT**

**1. General Information**

Applicant's legal name is FiberLight, LLC. Applicant is a Delaware limited liability company formed on March 18, 2005. Copies of FiberLight's formation documents and Certificate of Authority to Transact Business as a foreign corporation in South Carolina are attached hereto as **Exhibit A**. FiberLight is currently authorized to provide intrastate telecommunications service in Florida, Georgia, Virginia, Louisiana, Texas, Maryland, Oklahoma, New Mexico, North Carolina (IXC only) and the District of Columbia. Additionally, FiberLight has a pending application for statewide authority in West Virginia. FiberLight has not been denied requested certification in any jurisdiction, nor has any permit, license, or certificate been permanently revoked by any authority.

**2. Description of Proposed Services**

Applicant seeks authority to provide facilities-based and resold local exchange, exchange access, and interexchange telecommunications services. Applicant will offer interexchange telecommunications statewide. To the extent Applicant provides switched local exchange services, it will initially do so in the areas served by AT&T and does not plan to provide service in areas of any small or rural local exchange carriers. However, FiberLight does seek authority to provide local exchange services in all areas that are currently open, or become open in the future, to competition so that it may expand into other services as market conditions warrant.

FiberLight will offer 9-1-1 selective routing, switching, aggregation, and call transport. The Applicant intends to provide emergency call routing, transport, and related functionalities to state and municipal governmental agencies to support public service answering point (“PSAP”) operations. For these purposes, Applicant will rely primarily on existing facilities obtained from other carriers and utilities, but will construct its own facilities, as necessary.

Applicant does not initially intend to offer voice services, but seeks authority to do so, should Applicant decide to expand its services as market conditions dictate. To the extent Applicant provides voice telephone services in the future, Applicant intends to use the existing local exchange boundaries and established local calling scope of the incumbent local exchange carriers in South Carolina. Services to be offered by FiberLight could include the following:

- Exchange access services (*e.g.*, basic exchange line services, basic exchange trunk and digital trunk services, DID Service, Hunt/Grouping Service, CLASS Features, Custom Call Services, corridor services, ISDN/PRI and ISDN services, payphone service, directory listings).
- Exchange access optional features (*e.g.*, directory listings, main number retention, authorization codes, vanity number service).
- Directory assistance and operator services.
- Optional local exchange services (*e.g.*, integrated service products, ISDN, etc.).
- Special arrangements and other miscellaneous services.

FiberLight also provides resale intrastate private line and special access services.

FiberLight access services include special access, private line, and other miscellaneous services.

FiberLight will perform network and equipment maintenance necessary to ensure compliance with any quality of service requirements. Applicant will comply with all applicable Commission rules, regulations, and standards, and will provide safe, reliable and high-quality telecommunications services in South Carolina. Applicant primarily provides business services

and does not intend to provide retail residential local exchange services in South Carolina. Therefore, the bond requirement set out in S.C. Code Ann. Regs. 103-607 does not apply to Applicant. In the event Applicant provides retail residential local exchange services in South Carolina, Applicant will comply with the provisions of S.C. Code Ann. Regs. 103-607.

Applicant's proposed tariff, setting forth the terms, conditions, rates, charges, and regulations pursuant to which Applicant proposes to provide regulated telecommunications service is attached as **Exhibit B**.

### **3. Customer Service**

Applicant's planned service offerings will meet or exceed the Commission's quality of service requirements. In addition, connectivity of Applicant's network will expand upon, improve, and will not impair the statewide public switched network. The following toll-free number is available for end user consumer inquiries: 1-800-672-0181. The point person responsible for customer service is:

Ms. Carla Hicks  
Paralegal  
11700 Great Oaks Way, Suite 100  
Alpharetta, GA 30022  
Telephone: 1(800) 672-0181  
Facsimile: (678) 366-0411  
Email: [Legal@FiberLight.com](mailto:Legal@FiberLight.com)

## **III. QUALIFICATIONS OF APPLICANT**

Applicant possesses the requisite financial, technical, and managerial capabilities to operate as a competitive telecommunications provider as described in further detail below.

### **1. Financial Qualifications**

Applicant possesses the requisite financial resources to provide telecommunications services in South Carolina. The most recent financial statements of Applicant are provided

under seal as **Exhibit C**. As shown in the financial statements, Applicant is financially qualified to operate within the State of South Carolina.

The financial information provided in **Exhibit C** is proprietary and confidential. Applicant requests, pursuant to S.C. Code Ann. § 39-9-10, et seq., S.C. Code Ann. § 30-4-40(a)(1), S.C. Code Ann. Regs. 103-804(S)(2), and Commission Order No. 2005-226, that this information be treated confidentially, as it contains sensitive information regarding Applicant's business operations which is not normally subject to inspection by the public, and which, if disclosed, would result in substantial harm to Applicant's competitive position. Concurrent with this Application, Applicant is submitting its Motion for Confidential Treatment.

## **2. Technical and Managerial Qualifications**

Applicant is technically and managerially qualified to provide competitive local exchange and interexchange services in South Carolina. Applicant's operations will be directed by its existing corporate management, technical, and operations staffs, who are responsible for the telecommunications operations of Applicant. A description of the background of Applicant's key personnel, demonstrating the extensive telecommunications experience of its management team, is provided as **Exhibit D**. Neither Applicant nor any of its officers, directors, partners, or managers has been or are currently the subject of any civil or criminal proceedings pending before any state or federal regulatory commission, administrative agency, or law enforcement agency that could adversely affect Applicant's ability to provide telecommunications services in South Carolina.

## **IV. WAIVERS AND REGULATORY COMPLIANCE**

Applicant requests that, pursuant to 10 S.C. Reg. 103-601(3), the Commission waive those regulatory requirements that are inapplicable to competitive local exchange carriers

because compliance with such rules would cause Applicant undue hardship. Specifically, Applicant requests a waiver of the following Commission Rules:

1. **10 S.C. Reg. 103-610:** Applicant requests a waiver of the requirement in Rule 103-610 that all records required under the rules be kept within the State. Applicant maintains its records at its principal offices in Alpharetta, Georgia. As such, maintaining a separate set of books and records in South Carolina for Applicant's South Carolina operations would be unduly costly and burdensome. Applicant states that all such books and records shall be provided to the Commission Staff or the Office of Regulatory Staff ("ORS") in a timely manner upon request.

2. **10 S.C. Reg. 103-611:** Applicant requests that it be exempt from any record-keeping rules or regulations that might require a carrier to maintain its financial records in conformance with the Uniform System of Accounts ("USOA"). The USOA was developed by the FCC as a means of regulating telecommunications companies subject to rate base regulation. As a competitive carrier, Applicant will not be subject to rate base regulation and therefore should not be subject to USOA requirements. Applicant maintains its books in accordance with Generally Accepted Accounting Principles ("GAAP").

3. **Flexible Regulation of Local Exchange Services:** Applicant respectfully requests that its local service offerings be regulated in accordance with procedures outlined in Order No. 98-165 in Docket No. 97-467-C.

4. **Alternative Regulation of Business Service Offerings.** Applicant requests that all of its business service offerings be regulated pursuant to the procedures described and set out in Commission Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C, as modified by Commission Order No. 2001-997 in Docket No. 2000-407-C. It is Applicant's intent by this request to have its business services regulated in the same manner as this Commission has

permitted for AT&T Communications of the Southern States, Inc. (“AT&T”). Specifically, Applicant requests that the Commission:

- a. remove the maximum rate tariff requirements for its business services, private line, and customer network-type offerings;
- b. presume that the tariff filings for these uncapped services be valid upon filing. However, if the Commission institutes an investigation of a particular filing within seven (7) days, the tariff filing would be suspended until further order of the Commission; and
- c. grant Applicant the same treatment as AT&T in connection with any future relaxation of the Commission’s reporting requirements.

#### **V. PUBLIC INTEREST CONSIDERATIONS**

The grant of this Application will promote the public interest by increasing competition in the provision of telecommunications services in South Carolina. In addition to driving prices closer to costs, thereby ensuring just and reasonable rates, competition also promotes efficiency in the delivery of services and in the development of new services. These benefits work to maximize the public interest by providing continuing incentives for carriers to reduce costs while simultaneously promoting the availability of innovative new services. Applicant’s operations will be overseen by a well-qualified management team with substantial telecommunications experience and technical expertise. Applicant will provide customers high quality, cost effective telecommunications services, with an emphasis on customer service.

The grant of this Application is consistent with S.C. Code Ann. Sec. 58-9-280(B), as amended by 1996 Act No. 354. Applicant makes the following representations:

- a. Applicant possesses the technical, managerial, and financial resources sufficient to provide the services described in this Application;



- b. Applicant's local services will meet the service standards required by the Commission;
- c. The provision of local services by Applicant will not adversely impact the availability of affordable local exchange service;
- d. Applicant, to the extent required by this Commission, will participate in the support of universally available telephone service at affordable rates; and
- e. The provision of local service by the Applicant will not adversely impact the public interest.

## VI. CONCLUSION

For the reasons stated above, Applicant respectfully requests that the Commission expeditiously grant this Application for the authority to provide all types of facilities-based and resold local exchange, exchange access, and interexchange telecommunications services. Applicant further requests that the Commission expeditiously grant its request for alternative and flexible regulation, the waivers described herein, and such other relief as is just and proper.

Respectfully submitted,

By: s/John J. Pringle, Jr.  
 John J. Pringle, Jr.  
 Adams and Reese LLP  
 1501 Main Street, 5th Floor  
 Columbia, SC 29201  
 Phone: (803) 343-1270  
 Fax: (803) 779-4749  
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James C. Falvey  
 Eckert Seamans Cherin & Mellott, LLC  
 1717 Pennsylvania Avenue, N.W.  
 12<sup>th</sup> Floor  
 Washington, DC 20006  
 Phone: (202) 659-6655  
 Fax: (202) 659-6699  
[jfalvey@eckertseamans.com](mailto:jfalvey@eckertseamans.com)

*Counsel for FiberLight, LLC*

November 5, 2018

**LIST OF EXHIBITS**

- |           |  |
|-----------|--|
| Exhibit A | Articles of Organization and Certificate of Authority to Transact Business |
| Exhibit B | Proposed Tariff  |
| Exhibit C | Financial Information <b>CONFIDENTIAL - FILED UNDER SEAL</b>               |
| Exhibit D | Management Biographies   |
| Exhibit E | Proposed Notice of Filing and Hearing                                      |

**Exhibit A**

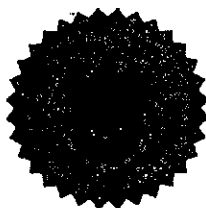
**Articles of Organization and  
Certificate of Authority to Transact Business**

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "FIBERLIGHT, LLC", FILED IN THIS OFFICE ON THE EIGHTEENTH DAY OF MARCH, A.D. 2005, AT 11:30 O'CLOCK A.M.



3942271 8100

050229192

*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3776587

DATE: 03-30-05

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 11:30 AM 03/18/2005  
FILED 11:30 AM 03/18/2005  
SRV 050229192 - 3942271 FILE

STATE of DELAWARE  
LIMITED LIABILITY COMPANY  
CERTIFICATE of FORMATION

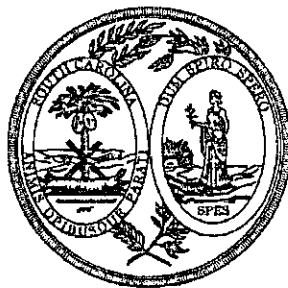
- First: The name of the limited liability company is FiberLight, LLC
- Second: The address of its registered office in the State of Delaware is 1209 Orange Street in the City of Wilmington 19801. The name of its Registered agent at such address is The Corporation Trust Company
- Third: (Use this paragraph only if the company is to have a specific effective date of dissolution: "The latest date on which the limited liability company is to dissolve is \_\_\_\_\_.")
- Fourth: (Insert any other matters the members determine to include herein.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In Witness Whereof, the undersigned have executed this Certificate of Formation this  
17th day of March, 2015.

By: James M. Zimmerman  
Authorized Person(s)

Name: James M. Zimmerman  
Typed or Printed

# *The State of South Carolina*




*Office of Secretary of State Mark Hammond*

## **Certificate of Authority**

**I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:**

FiberLight, LLC, a limited liability company duly organized under the laws of the State of Delaware, and issued a certificate of authority to transact business in South Carolina on September 7th, 2018, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. §33-44-1006, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great Seal  
of the State of South Carolina this 2nd day  
of November, 2018.

  
Mark Hammond, Secretary of State

**Exhibit B**  
**Proposed Tariff**

FIBERLIGHT, LLC

TARIFF

NOTICE CONCERNING ALL TERMS AND CONDITIONS AND RATES

The Public Service Commission of South Carolina ("Commission" or "SCPSC") requires that each telephone company's Terms and Conditions comply with and not conflict with regulations and requirements of South Carolina Statutes, S.C. Code Sections 58-9-10 et seq. and the regulations found in South Carolina Code Binder 26, Chapter 103, and Article 6. Any provision in these Terms and Conditions or rate schedules that conflicts with a South Carolina statute or SCPSC rule is inapplicable and will not be enforceable.

The following regulations apply to telephone utilities and contain provisions that affect matters that commonly appear in telephone utility Terms and Conditions:

Sub article 1 – General

Sub article 2 – Records and Reports including Complaints, Accidents, Interruption of Service, and Service Reports

Sub article 3 – Customer Relations including Standards for Customer Deposits, Billing, Denial or Discontinuance of Service, Directories and Termination of Service

Sub article 4 – Engineering

Sub article 5 – Inspection and Tests

Sub article 6 – Standards and Quality of Service

Sub article 7 – Safety

Sub article 8 – Telecommunication Relay Service Advisory Committee

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Issued by:

Tony D. Cash, General Counsel  
FiberLight, LLC  
11700 Great Oaks Way, Suite 100  
Alpharetta, GA 30022



## CHECK SHEET

The pages listed below of this Tariff are effective as of the date shown. Revised pages contain all changes from the original Tariff that are in effect as of the date indicated.

PAGE	REVISION	PAGE	REVISION
Title	Original*	26	Original*
1	Original*	27	Original*
2	Original*	28	Original*
3	Original*	29	Original*
4	Original*	30	Original*
5	Original*	31	Original*
6	Original*		
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\* - indicates pages included with this filing

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Effective: \_\_\_\_\_

Issued by:

Tony D. Cash, General Counsel  
FiberLight, LLC  
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Alpharetta, Georgia 30022

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Issued by:

Tony D. Cash, General Counsel  
FiberLight, LLC  
11700 Great Oaks Way, Suite 100  
Alpharetta, Georgia 30022

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SECTION 1 - GENERAL REGULATIONS

1.1 Application of Tariff

This tariff contains regulations, rates and charges applicable to the provision of local exchange, interexchange and access services provided by FiberLight, LLC to Customers in the State of South Carolina.

The provision of service by the Company as set forth in this tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.

This tariff will be maintained and made available for inspection by any Customer at the Company's principal business office located at 11700 Great Oaks Way, Suite 100, Alpharetta, GA 30022. This tariff will also be maintained on the Company's website, and in the Commission E-Tariff System.

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Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Issued by:

Tony D. Cash, General Counsel  
FiberLight, LLC  
11700 Great Oaks Way, Suite 100  
Alpharetta, Georgia 30022

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SECTION 1 - GENERAL REGULATIONS, (CONT'D.)1.2 Definitions

Carrier or Common Carrier - See Interexchange Carrier.

Central Office - A local Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel - A communications path between two or more points of termination.

Commission or SCPSC - The Public Service Commission of South Carolina.

Communications System - Denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company,

Company - FiberLight, LLC

Customer - Any individual, partnership, association, corporation or other entity which subscribes to the services offered under this tariff, including Interexchange Carriers.

Customer Designated Premises - The premises specified by the Customer for termination of Local Exchange, Interexchange or Access Services.

End User - Any customer of an intrastate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.

Facilities - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

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Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Issued by:

Tony D. Cash, General Counsel  
FiberLight, LLC  
11700 Great Oaks Way, Suite 100  
Alpharetta, Georgia 30022

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SECTION 1 - GENERAL REGULATIONS, (CONTD.)1.2 Definitions (Cont'd.)

Interexchange Carrier (IC) – Any individual, partnership, association, cooperative or other entity engaged in intrastate communications for hire by wire or radio between two or more exchanges.

Interstate Communications - Any communications that crosses over a state boundary. Interstate Communications includes interstate and international communications.

Intrastate Communications - Any communications that originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

Local Access and Transport Area (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

ORS - The South Carolina Office of Regulatory Staff.

Originating Direction - The use of Switched Access Service for the origination of calls from an End User premises to an IC premises.

Point Of Termination - The point of demarcation within a customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

Premises - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

Serving Wire Center - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

Special Access Circuit - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

Transmission Path - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

Wire Center - A physical location in which one or more central offices used for the provision of exchange services are located.

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Tony D. Cash, General Counsel  
FiberLight, LLC  
11700 Great Oaks Way, Suite 100  
Alpharetta, Georgia 30022

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SECTION 1 - GENERAL REGULATIONS, (CONTD.)

1.3 Undertaking of the Company

The Company shall be responsible only for the installation, operation and maintenance of service which it provides and does not undertake to transmit messages under this tariff.

Services provided under this tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this tariff.

The Company does not provide switched access services.

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Effective: \_\_\_\_\_

Issued by:

Tony D. Cash, General Counsel  
FiberLight, LLC  
11700 Great Oaks Way, Suite 100  
Alpharetta, Georgia 30022

---

SECTION 2 - RULES AND REGULATIONS2.1 Use of Facilities and Service

A Customer desiring to obtain service from the Company may do so either orally or in writing. Customers may be required to sign a service agreement or contract or the acceptance of an application for service may constitute a contract between the Customer and the Company and obligate the Customer to abide by the terms, conditions and rules of the currently effective or any future tariff of the Company. The Company reserves the right to refuse service to a Customer, due to certain circumstances such as a lack of facilities or other impediments.

## 2.1.1 Use of Service

- A. Service may be used for any lawful purpose by the Customer or by any End User.
- B. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- C. Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.
  - 1. Service may be used for any lawful purpose by the Customer or by any End User.
  - 2. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company,

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

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Tony D. Cash, General Counsel  
FiberLight, LLC  
11700 Great Oaks Way, Suite 100  
Alpharetta, Georgia 30022

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)2.1 Use of Facilities and Service, (Cont'd.)

## 2.1.2 Limitations

- A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- B. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
- C. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for or for failure to establish connections.
- D. The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- E. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until the indebtedness is satisfied.

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Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Issued by:

Tony D. Cash, General Counsel  
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11700 Great Oaks Way, Suite 100  
Alpharetta, Georgia 30022



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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)2.1 Use of Facilities and Service, (Cont'd.)

## 2.1.3 Customer-Authorized Use

Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

## 2.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

2.2 Minimum Period of Service

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

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Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Issued by:

Tony D. Cash, General Counsel  
FiberLight, LLC  
11700 Great Oaks Way, Suite 100  
Alpharetta, Georgia 30022

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)2.3 Interruptions of Service

The Company shall undertake efforts to avoid unplanned interruptions of service to its Customers, and in the event of such interruptions shall restore service as soon as practical. Planned service outages or interruptions of service, including but not limited to maintenance or testing, as noted in Sections 2.8 and 2.10 following, shall be made during a period of time that will cause minor, if any, disruptions to and will not unreasonably inconvenience Customers. Planned interruptions of service shall also be communicated to the Customer prior to their occurrence.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)2.4 Payment for Service Rendered

2.4.1 Service is provided and billed on a monthly basis. Bills are due and payable upon receipt. In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the overdue charges accruing at the rate of 1.5% per month or the highest rate allowed by law, whichever is lower. Collection fees on overdue charges shall begin to accrue when the account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company.

Regarding the manner in which the creditworthiness of service applicants is established, as well as the manner in which disconnection of service for nonpayment of charges occurs, the Company will comply with the rules adopted by the Commission.

2.4.2 The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, end users or customers. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported promptly to the Company.

2.4.3 A charge of \$25.00 will be assessed for any check or other form of payment returned by the drawee bank or other financial institution for insufficient or uncollected funds, closed account; apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or financial institution. This charge will be assessed in addition to any charges assessed by the drawee bank or any other financial institution. The foregoing shall not limit the Company's right to discontinue service for returned checks or drafts under Section 2.9.1 below.

2.4.4 Application of Late Payment Charge

- A. Late payment charges do not apply to final accounts.
- B. Late payment charges do not apply to government agencies of the State of South Carolina.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)2.5 Deposits

- 2.5.1 The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company based on the conditions specified in S.C. Code §103-621, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be a maximum amount equal to two months estimated usage, but may vary with the Customer's credit history and projected usage. The Customer shall be apprised that after two (2) years of service the account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this tariff and S.C. Code §103-621.5, the deposit shall be refunded in full. If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage.
- 2.5.2 The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.
- 2.5.3 If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.
- 2.5.4 When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.
- 2.5.5 Simple interest will be credited or paid to the Customer at the rate prescribed by the Commission while the Company holds the deposit. Interest shall be accrued annually and payment made to the Customer annually or at least every two (2) years and at the time that the deposit may be returned.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)2.7 Disputed Bills

Objections to billed charges must be reported to the Company within eighteen (18) months of receipt of billing. Claims must include all supporting documentation and may be submitted by telephone at (800) 672-0181. The Company shall make adjustments to the Customer's invoice to the extent that circumstances existing which reasonably indicate that such changes are appropriate. After the investigation and review are completed by Company, such amount becomes due and payable at once. In order to avoid disconnection of Service, such amount must be paid within seven (7) calendar days after the date Company notifies Customer that the investigation and review are completed and that such payment must be made or Service will be interrupted. However, the Service will not be disconnected prior to the Due By Date shown on the bill. In no event will service be discontinued on the day preceding any day on which Carrier is not prepared to accept payment of the amount due and to reconnect service, and service will not be disconnected for non-payment of any disputed amount during the ORS's review of the dispute.

However, if the Company and a Carrier are unable to resolve such a dispute, the Carrier may file a complaint with the Commission in writing or orally to:

South Carolina Office of Regulatory Staff  
Consumer Services Division  
1401 Main Street, Suite 900  
Columbia, SC 29201  
1-803-737-5230 or Toll Free: 1-800-922-1531

The Company will respond to the ORS staff's request for information within ten (10) business days. The ORS will review the claim regarding the disputed amount, communicate the results of its review to the Customer and Company and require disbursement according to those results.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)2.8 Inspection, Testing and Adjustment

- 2.8.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.8.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.
- 2.8.3 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)2.9 Suspension or Termination of Service

## 2.9.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the Customer must remit a Connection Charge as well as any payment due and any applicable deposits prior to reconnection.

All disconnection situations will be handled in accordance with the rules adopted by the Commission.

Suspension or termination shall not be made until:

- A. At least ten (10) days after written notification has been served personally on the Customer, or at least twenty (20) days after written notification has been mailed to the billing address of the Customer or;
- B. At least ten (10) days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer.

Local exchange, interexchange or access services shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days or at any time when the main business office of the Company is not open for business.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)2.9 Suspension or Termination of Service, (Cont'd.)

## 2.9.2 Exceptions to Suspension and Termination

Local exchange, interexchange and access services shall not be suspended or terminated for:

- A. Nonpayment of bills rendered for charges other than local exchange, interexchange or access services or deposits requested in connection with these services;
- B. Nonpayment for service for which a bill has not been rendered;
- C. Nonpayment for service that has not been rendered;
- D. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures.

Local exchange, interexchange or access services may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

## 2.9.3 Verification of Nonpayment

Local exchange, interexchange or access services shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless the Company has verified that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)2.9 Suspension or Termination of Service, (Cont'd.)

## 2.9.4 Termination for Cause Other Than Nonpayment

## A. General

The Company, after notice in writing to the Customer, when required, and after having given the Customer an appropriate opportunity, five (5) days to respond to such notice, may terminate service and sever the connection(s) from the Customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer in the event of a hazardous or dangerous condition when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. without notice, in the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within twenty (20) days after written notification.
5. without notice, in the event that the Customers use of equipment adversely affects service to others.

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Effective: \_\_\_\_\_

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)2.9 Suspension or Termination of Service, (Cont'd.)

## 2.9.4 Termination for Cause Other Than Nonpayment, (Cont'd.)

## B. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of tariff charges;
2. Permitting fraudulent use.

## C. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate local exchange, interexchange or access service, without notice.

In the event that access service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:

- a. No charge shall apply for the period during which service had been terminated, and
- b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

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Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)2.9 Suspension or Termination of Service, (Cont'd.)

## 2.9.4 Termination for Cause Other Than Nonpayment, (Cont'd.)

## C. Abandonment or Unauthorized Use of Facilities, (Cont'd.)

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate access service. (Cont'd.)

## c. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed on the Customer while service is terminated, and no connection charges will apply when the service is restored.

## 2.9.5 Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

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Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)2.10 Obligations of the Customer

## 2.10.1 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

## 2.10.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

## 2.10.3 Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

## 2.10.4 Testing

The services provided under this tariff shall be made available to the Company at mutually agreed upon times in order to permit the Company to test, adjust and maintain the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

## 2.10.5 Termination

A Customer initiated request to terminate service must be made to the Company orally or in writing.

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Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)2.10 Obligations of the Customer, (Cont'd.)

## 2.10.5 Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

## 2.10.6 Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

2.11 Services Provided Pursuant to Term Agreements

Upon expiration of a term contract, the service term will renew automatically at the same terms and conditions for successive one-year terms unless either party notifies the other thirty (30) days prior to the expiration of the then current term that it wishes to terminate the service. This provision will be applicable to contracts executed subsequent to the effective date of this tariff.

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Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

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SECTION 3 - SPECIAL ARRANGEMENTS3.1 Special Construction

## 3.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- a. nonrecurring charges;
- b. recurring charges;
- c. termination liabilities; or
- d. combinations of a., b., and c.

## 3.1.2 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a Customer.

- A. The period on which the termination liability is based is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
  - 1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
    - a. equipment and materials provided or used;
    - b. engineering, labor, and supervision;
    - c. transportation; and
    - d. rights of way and/or any required easements;
- C. license preparation, processing, and related fees;
- D. tariff preparation, processing and related fees;
- E. cost of removal and restoration, where appropriate; and
- F. any other identifiable costs related to the specially constructed or rearranged facilities.

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Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

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SECTION 3 - SPECIAL ARRANGEMENTS, (CONT'D.)3.2 Non-Routine Installation and/or Maintenance

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

3.3 Individual Case Basis (ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective customer for services which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed services than those specified for such services in Section 6, of this tariff. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers.

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Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

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SECTION 4 - RESALE/RESOLD SERVICES4.1 Resale/Resold Services

There are no prohibitions or limitations on the resale of services. Resale and resold services are available only to Carriers who have been certified by the Commission to provide intrastate local exchange services. Resale/resold services will be provided through individual case basis arrangements, which will be filed with and are subject to the approval of the Commission.

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Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Issued by:

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SECTION 5 – SERVICE OFFERINGS

The following services are available to Customers under individual case basis arrangements:

A. Intra/InterLATA Private Line Services:

Private Line Service provides a scaleable range of capacity offering between two Company Point of Presence (POPS) within and/or between local exchange area(s). Company will offer Asynchronous capacity consisting of DS-3 service as well as a full complement of SONET synchronous service from OC-3 to OC-192.

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Issued: \_\_\_\_\_

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SECTION 5 – SERVICE OFFERINGS, (CONT'D.)B. Lit Fiber Services:

Point-to-Point Ethernet solutions are circuits that connect a remote office back to a main office, main office back to an interexchange carrier (IXC), or customer premise to a specific location using fiber optics systems with a Ethernet standard backbone. The connections are primary Layer 2 in Nature, but can also Layer 3. Point-to-Point network do not provide redundancy and can be at speeds of 5Mbps to 100Gbps.

1. DS-3 Service

This service consists of a DS-3 capacity digital channel available on a twenty-four (24) hour per day, seven (7) days per week basis between two (2) points. DS-3 Service is a channel for the transmission of 44.736 Mbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-3 channels are provided between Customer designated locations and/or between one Customer's and another Customer's designated locations. DS-3 Service is provided with an electrical interface. The equipment located at the Customer's premises is subject to the mutual agreement of the parties, and must be compatible with the Company's services. Where full capacity DS-3 Service is not available, the Company may offer Fractional DS-3 Service on an Individual Case Basis (ICB).

2. OC-3 Service

This service consists of an OC-3 capacity digital channel available on a twenty-four (24) hour per day, seven (7) days per week basis between two (2) points. OC-3 Service is a channel for the transmission of 155.52 Mbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. OC-3 channels are provided between Customer designated locations and/or between one Customer's and another Customer's designated locations. OC-3 Service is provided with an optical interface.

3. OC-12 Service

This service consists of an OC-12 capacity digital channel available on a twenty-four (24) hour per day, seven (7) days per week basis between two (2) points. OC-12 Service is a channel for the transmission of 622.08 Mbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. OC-12 channels are provided between Customer designated locations and/or between one Customer's and another Customer's designated locations. OC-12 Service is provided with an optical interface.

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Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

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SECTION 5 – SERVICE OFFERINGS, (CONT'D.)4. OC-48 Service

This service consists of an OC-48 capacity digital channel available on a twenty-four (24) hour per day, seven (7) days per week basis between two (2) points. OC-48 Service is a channel for the transmission of 2.488 Gbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. OC-48 channels are provided between Customer designated locations and/or between one Customer's and another Customer's designated locations. OC-48 Service is provided with an optical interface.

5. OC-192 Service

This service consists of an OC-192 capacity digital channel available on a twenty-four (24) hour per day, seven (7) days per week basis between two (2) points. OC-192 Service is a channel for the transmission of 9.953 Gbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. OC-192 channels are provided between Customer designated locations and/or between one Customer's and another Customer's designated locations. OC-192 Service is provided with an optical interface.

6. Rate Categories

Non-recurring and monthly recurring rates apply for each Lit Fiber Service furnished by the Company. Unless otherwise noted, two standard rate elements are used in calculating the monthly recurring rate for each service. The charge associated with each rate element is a maximum rate.

- a. Fixed Charge: This rate element applies on a per circuit basis.
- b. Per Mile Charge: This rate element applies whenever there is mileage associated with the digital channel. The unit rate is multiplied by the number of miles between the two LEC end offices serving the geographic areas in which the end-points of the channel are located. Mileage is determined according to the V&H coordinate method set forth in the NATIONAL COMPANY ASSOCIATION, INC, TARIFF F.C.C. No. 4. Fractions of a mile are rounded up to the next whole mile before rates are applied.

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Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

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SECTION 5 – SERVICE OFFERINGS, (CONT'D.)7. Basic and Mixed Vendor Services

DS-3, OC-3, 00-12, OC-48 and OC-192 services may be provided as either Basic or Mixed Vendor Services, depending upon the availability of facilities. Basic Service rates apply when both end-points of the channel are served by the Company's network. Mixed Vendor Service rates apply when one endpoint of the transmission channel is served by one or more third party DS-3, OC-3, OC-12, OC-48 and OC-192 channels where both endpoints are served by a local exchange Company's network will be provided at the sole discretion of the Company, and on an Individual Case Basis (ICB).

8. Lit Vendor Services Discounts

Discounts for specified dollar volumes of traffic to a specific location or aggregate dollar volumes may apply, to customers that subscribe to substantial volumes of the Company's services as well as term discounts.

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Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

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## SECTION 6 - RATES AND CHARGES

A. Intra/InterLATA Private Line Service Rates and Charges:

Service	Monthly Fixed Charge	Per Mile
DS-3 Service		
IntraLATA	<u>MIN: ICB MAX: \$13,640.86</u>	<u>MIN: ICB MAX \$2,625.36</u>
InterLATA	<u>MIN: ICB MAX: \$12,922.92</u>	<u>MIN: ICB MAX \$2,487.19</u>
OC-3 Service		
IntraLATA	ICB	ICB
InterLATA	ICB	ICB
OC-12 Service		
IntraLATA	ICB	ICB
InterLATA	ICB	ICB
OC-48 Service		
IntraLATA	ICB	ICB
InterLATA	ICB	ICB
OC-192 Service		
IntraLATA	ICB	ICB

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Issued by:

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## SECTION 6 - RATES AND CHARGES, (CONT'D.)

B. Lit Fiber Service Rates:

Service	Monthly Fixed Charge	Per Mile
DS-3 Service		
IntraLATA	MIN: ICB MAX: \$13,640.86	MIN: ICB MAX \$2,625.36
InterLATA	MIN: ICB MAX: \$12,922.92	MIN: ICB MAX \$2,487.19
OC-3 Service		
IntraLATA	ICB	ICB
InterLATA	ICB	ICB
OC-12 Service		
IntraLATA	ICB	ICB
InterLATA	ICB	ICB
OC-48 Service		
IntraLATA	ICB	ICB
InterLATA	ICB	ICB
OC-192 Service		
IntraLATA	ICB	ICB

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Issued by:

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**Exhibit C**

**Financial Information**

**CONFIDENTIAL - FILED UNDER SEAL**

**Exhibit D**  
**Management Biographies**



### **FiberLight Management Biographies**

#### **Don MacNeil – Chief Executive Officer**

Don MacNeil has over 25 years of experience in network architecture and design; network engineering, access and optimization; customer operations; produce and more. In his role as Chief Operating Officer for FiberLight, he will be responsible leading revenue growth efforts, enhancing the customer experience, and expanding the company's network and product portfolio.

Before joining FiberLight, Don served as Chief Technology Officer for EdgeConneX, where he was responsible for identifying the introducing new technologies and product capabilities to address evolving data center needs. His industry experience also includes roles as EVP, Chief Operating Officer, CMO and Vice President of Carrier Services Operations during a 15-year tenure with XO Communications. Don retired from the United States Navy in 2013, where his duties as a Surface Warfare Officer included serving at-sea in operational leadership roles as well as various leadership roles in weapon system design and procurement.

Don has an MBA, Business Administration from William and Mary and a Master's Degree of Physics from the United States Naval Postgraduate School. He completed his BS in Naval Architecture from the United States Naval Academy.

#### **Kevin B. Coyne – Chief Operating Officer**

Kevin Coyne is a founding member of the FiberLight team. In his capacity as CFO, Kevin Coyne manages the day-to-day activities of the organization's finance, tax, accounting and treasury functions.

Before joining ACSI NT in 1998, Kevin was with Deloitte & Touches, LLP. He worked for 10 years as a public accountant serving high exposure clients such as Nextel and Cendant Corporation. At the end of 2002, he joined Internap Network Services Corporation as Vice President of Finance where he restructured \$25 million of capital leases and participated in a \$10 million common pipe transaction.

Kevin Coyne earned his M.S. in Taxation at University of Baltimore and his B.S. in Accounting at Towson State University. He is a Certified Public Accountant and a member of the American Institute of Certified Public Accountants.

#### **Ronald Kormos – Chief Strategy Officer**

Ron Kormos is a founding member of FiberLight and has been with the organization since 2000. After serving as FiberLight's Chief Development Officer for five years, Ron Kormos was promoted to President of Texas Operations in 2013 and named FiberLight's Chief Strategy Officer in 2014. Ron Kormos began his FiberLight career as Vice President of Construction

with FiberLight's predecessor ACSI NT, in 2000. With ACSI NT and Xspedius Communications, he also served as Vice President of Operations.

Ron Kormos is a 30 year veteran of the utility construction industry, with a specialized background in the placing, splicing and testing of fiber optics. He also has 20 years of experience in operational budgeting and contract management.

**Marc Dyman – Executive Vice President and Chief Revenue Officer**

Marc Dyman has over 25 years' experience in sales – including executive sales leadership – marketing, product management and sales operations. In his role as FiberLight's Chief Revenue Officer, he will be responsible for developing and implementing go-to-market strategies in support of revenue growth, revenue management, marketing, product development and customer satisfaction. Marc will bring to the position his reputation for as a results-driven leadership and his talents in executive successful sales strategies which drive sustainable long-term results.

Prior to joining FiberLight, Marc served as Senior Vice President of Sales for Digital Realty Trust, where he oversaw the team responsible for network operators, cloud service providers, MSOs, MNOs, IaaS providers, international carriers, gaming companies, CDNs and other large content players. His telecom and technology experience also includes leading Time Warner Cable's wholesale business as Vice President of Sales, where he focused on fiber access and mobile backhaul infrastructure solutions, as well as various executive leadership roles within XO Communications, including roles as Vice President of Carrier Services and Vice President of Enterprise Sales.

**Tony D. Cash – Executive Vice President and General Counsel**

Tony Cash has worked in the telecommunications industry for over 20 years. Prior to becoming FiberLight's General Counsel in 2012, he previously held positions with AT&T and BellSouth, co-founded and served as General Counsel for technology licensing company Fero Networks and practiced law privately for 10 years.

Tony Cash attended Clemson University (B.A.), Duke University (M.B.A.) and Georgia State University (J.D.).

Tony Cash is a member of the State Bar of Georgia and the American Bar Association. He is admitted to practice in the following courts: Georgia Superior Courts, Georgia Court of Appeals, Supreme Court of Georgia, U.S. District Court for the Northern District of Georgia, U.S. District Court for the Middle District of Georgia and U.S. Court of Appeals for the Eleventh District.

**Jay Anderson – Chief Engineer**

Jay Anderson has more than 17 years of Networking Engineering and Management Leadership experience within the telecommunications industry. As FiberLight's Senior Vice President of Engineering, he leads the company in network design, planning and evolution in addition to steering alignment across functional teams throughout the business. During his tenure at

FiberLight, Jay has held multiple other responsibilities, through which he has promoted organizational growth via new initiatives and effective use of processes and software.

Prior to joining FiberLight, Jay was Director of Regional Engineering for FiberTower LLC, where he managed a team of engineers focused on planning, designing and implementing backhaul networks supporting the major Wireless Carriers in the United States. Other past experiences include Bluegrass Cellular and AT&T Wireless where he designed and managed cellular and backhaul networks.

Jay is a graduate of the Louisiana Tech University, where he earned as B.S. In Electrical Engineering.

**Exhibit E**

**Proposed Notice of Filing and Hearing**

## PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

## CLERK'S OFFICE

**NOTICE OF FILING AND HEARING AND PREFILE TESTIMONY DEADLINES**

DOCKET NO. 2018-\_\_\_\_-C

Application of FiberLight, LLC for a Certificate of Public Convenience and Necessity to Provide Resold and Facilities-Based Local Exchange and Interexchange (Including Exchange Access) Telecommunications Services in the State of South Carolina, and for Alternative and Flexible Regulation.

FiberLight, LLC ("Applicant") has filed an Application with the Public Service Commission of South Carolina (the "Commission") for a Certificate of Public Convenience and Necessity to Provide Resold and Facilities-Based Local Exchange and Interexchange Telecommunications Services in the State of South Carolina, and for Flexible Regulation. Applicant also requests, pursuant to S.C. Code Ann. § 58-9-585 and the general regulatory authority of the Commission, that the Commission regulate its interexchange service offerings in accordance with the principles and procedures established for alternative regulation in Commission Order Nos. 1995-1734 and 1996-55 in Docket No. 1995-661-C, and as modified by Commission Order No. 2001-997 in Docket No. 2000-407-C. In addition, Applicant requests that the Commission regulate its local exchange telecommunications services in accordance with the principles and procedures established for flexible regulation in Order No. 98-165 in Docket No. 97-467-C.

A copy of the Company's application can be found on the Commission's website at [www.psc.sc.gov](http://www.psc.sc.gov) under Docket No. 2018-\_\_\_\_-C. Additionally, a copy of the application is available from the Company's representative John J. Pringle, Jr. Esquire, Adams and Reese, LLC, 1501 Main Street, 5th Floor, Columbia, SC 29201.

**PLEASE TAKE NOTICE** that a hearing, pursuant to 10 S.C. Code Ann. Regs. 103-817, on the above matter has been scheduled to begin on \_\_\_\_\_, \_\_\_\_\_, 2019, at \_\_\_\_\_, before a Hearing Examiner in the Commission's Hearing Room at 101 Executive Center Drive, Safuda Building, Columbia, South Carolina 29210 for the purpose of receiving testimony and evidence from all interested parties.

PLEASE BE ADVISED that pursuant to S.C. Code Ann. Section 58-9-280, as amended, the Commission will invoke the 120-day period allowed for consideration of this matter.

Any person who wishes to participate in this matter as a party of record should file a Petition to Intervene in accordance with the Commission's Rules of Practice and Procedure on or before \_\_\_\_\_, by filing the Petition to Intervene with the Commission, by providing a copy to the Office of Regulatory Staff and by providing a copy to all parties of record. For the receipt of future Commission correspondence, please include an email address in the Petition to Intervene. ***Please refer to Docket No. 2018-\_\_\_\_-C and mail a copy to all other parties in this docket.*** Any person who seeks to intervene and who wishes to testify and present evidence at the hearing should notify, in writing, the Commission; the Office of Regulatory Staff at 1401 Main Street, Suite 900, Columbia, South Carolina 29201; and the company at the above address, on or before \_\_\_\_\_, 2018. ***Please refer to Docket No. 2018-\_\_\_\_-C.***

**INSTRUCTIONS TO ALL PARTIES OF RECORD (Applicant, Petitioners, and Intervenors only):** All Parties of Record must prefile testimony with the Commission and with all parties of record. Prefiled Testimony Deadlines: Applicant's **Direct Testimony** Due: \_\_\_\_\_; Other Parties of Record **Direct**

**Testimony Due:** \_\_\_\_\_; **Applicant's Rebuttal Testimony Due:** \_\_\_\_\_; and Other Parties of Record **Surrebuttal Testimony Due:** \_\_\_\_\_. All Prefiled Testimony Deadlines are subject to the information as posted on [www.psc.sc.gov](http://www.psc.sc.gov) under **Docket No. 2018-\_\_\_\_-C**.

For the most recent information regarding this docket, including changes in scheduled dates included in this Notice, please refer to [www.psc.sc.gov](http://www.psc.sc.gov) and **Docket No. 2018-\_\_\_\_-C**.

**PLEASE TAKE NOTICE** that any person who wishes to have his or her comments considered as part of the official record of this proceeding **MUST** present such comments in person to the Commission during the hearing.

Persons seeking information about the Commission's procedures should contact the Commission at (803) 896-5100 or visit its website at [www.psc.sc.gov](http://www.psc.sc.gov).

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**BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA  
DOCKET NO. 2018-\_\_-C**

Application of FiberLight, LLC for a  
Certificate of Public Convenience and  
Necessity to Provide Resold and  
Facilities-Based Local Exchange and  
Interexchange (Including Exchange  
Access) Telecommunications Services in  
the State of South Carolina, and For  
Alternative and Flexible Regulation )  
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**CERTIFICATE OF SERVICE**

This is to certify that I have caused to be served this day the **Application** via electronic mail service as follows:

Jenny Pittman  
Office of Regulatory Staff  
[jpittman@regstaff.sc.gov](mailto:jpittman@regstaff.sc.gov)

s/John J. Pringle, Jr.

November 5, 2018  
Columbia, South Carolina